OFFICIAL DOCUMENTS

CREDIT NUMBER 5599-BD

Financing Agreement

(Urban Resilience Project)

between

PEOPLE'S REPUBLIC OF BANGLADESH

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated June 30 ,2015

CREDIT NUMBER 5599-RD

FINANCING AGREEMENT

AGREEMENT dated func 30 , 2015, entered into between PEOPLE'S REPUBLIC OF BANGLADESH ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to one hundred twenty two million eight hundred thousand Special Drawing Rights (SDR 122,800,000) (variously, "Credit" and "Financing"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The Payment Dates are March 15 and September 15 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.

2.07. The Payment Currency is Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out the Project as follows: (a) cause Parts A(1) and A(5) to be carried out by DDM, (b) cause Parts A(2), A(3) and A(4) to be carried out by DNCC, (c) cause Parts B and C to be carried out by RAJUK, and (d) cause Parts D and E to be carried out by PCMU; all in accordance with the provisions of Article IV of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV —EFFECTIVENESS; TERMINATION

- 4.01. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.
- 4.02. For purposes of Section 8.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the date of this Agreement.

ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's Representative is the Senior Secretary/Secretary, or the Additional Secretary, or any Joint Secretary, Joint Chief, Deputy Secretary, Deputy Chief, Senior Assistant Secretary, Senior Assistant Chief, Assistant Secretary or Assistant Chief of the Economic Relations Division of the Ministry of Finance.
- 5.02. The Recipient's Address is:

Economic Relations Division Ministry of Finance Government of the People's Republic of Bangladesh Sher-E-Bangla Nagar Dhaka 1207, Bangladesh Facsimile: 88029180671/9180788

5.03. The Association's Address is:

International Development Association 1818 H Street, N.W. Washington, D.C. 20433 United States of America

Cable:

Telex:

Facsimile:

INDEVAS

248423 (MCI)

1-202-477-6391

Washington, D.C.

AGREED at Dhaka, People's Republic of Bangladesh, as of the day and year first above written.

PEOPLE'S REPUBLIC OF BANGLADESH

By

Authorized Representative Name: Mohammad Mejbahuddin

Title: Senior Secretary

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: CHRISTINE KIMES

Title: Acting Head of Bangladesh Country Office For the Country Director

SCHEDULE 1

Project Description

The objective is to strengthen the capacity of the Recipient's agencies to respond to emergency events and to strengthen systems to reduce the vulnerability of future building construction to disasters in Dhaka and Sylhet.

The Project consists of the following parts:

Part A: Reinforcing the Country's Emergency Management Response Capacity

Designing and operationalization of an integrated emergency management system aimed at enabling the Recipient to plan and respond to emergencies and major disasters through: (1) the renovation and outfitting of national-level disaster risk management and emergency facilities; (2) the building, renovation and outfitting of disaster risk management and emergency facilities of city corporations and FSCD; (3) the supply, installation and integration of specialized emergency management and information-communication-technology equipment related to disaster risk management and emergency activities at national and local levels; (4) the provision of specialized search-and-rescue equipment to local-level agencies involved in disaster risk management and emergency activities; and (5) the design and implementation of training, exercises and drills on disaster risk management and emergency matters to national and local level entities.

Part B: Vulnerability Assessment of Critical and Essential Facilities

Development of a consensus-driven analytical foundation required for long-term investments to reduce risk in the built environment of Dhaka and Sylhet through: (1) the carrying out of vulnerability assessments of critical and essential selected facilities and lifelines; and (2) the development of a risk-sensitive land use planning practice.

Part C: Improved Construction, Urban Planning and Development

Support the setting up of institutional infrastructure and competency in Dhaka to reduce long-term disaster vulnerability through: (1) the establishment and operationalization of a unit within RAJUK responsible for undertaking urban resilience activities; (2) the design, development and implementation of an electronic permitting and monitoring system (epermit) for land use and zoning clearance, permitting and approval of site and building plans; (3) the design, development and implementation of training programs on urban resilience matters, including a recognized professional accreditation program; and (4) the strengthening of RAJUK's capabilities to enforce Recipient's building code rules and regulations.

Part D: Project Implementation, Monitoring, and Evaluation

Carrying out of the implementation, management, progress, monitoring and evaluation activities of the Project, including *inter alia*: (1) the carrying of safeguard and fiduciary compliance requirements of the Project; (2) the carrying out of management activities of the PSC and PCMU and; (3) the provision of technical assistance to reinforce technical and management aspects of the Project.

Part E: Contingent Emergency Response

Provision of immediate response to an Eligible Crisis or Emergency, as needed.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Project Steering Committee

The Recipient shall establish by no later than one month after the Effective Date and thereafter maintain, throughout the period of implementation of the Project, the Apex Project Steering Committee ("APSC") with a mandate, composition and resources satisfactory to the Association. Without limitation on the foregoing, the APSC shall: (a) be chaired by the secretary of the Planning Division of MP; (b) be comprised of representatives of relevant ministries, divisions and the Implementing Agencies, among others; and (c) shall meet as frequently as necessary to: (i) provide strategic and policy direction on all Project activities; (ii) facilitate the coordination of Project activities; and (iii) address any obstacle during Project implementation.

2. <u>Project Coordination and Monitoring Unit</u>

The Recipient, through the Programming Division of Planning Commission, shall establish by no later than one (1) month after the Effective Date and thereafter maintain, throughout the period of implementation of the Project, the Project Coordination and Monitoring Unit ("PCMU") with functions and resources satisfactory to the Association, and with staff in adequate numbers and with qualifications, experience and terms of reference satisfactory to the Association. Without limitation on the foregoing, the PCMU shall: (a) be headed by one (1) full-time Project director; (b) be composed of relevant technical experts, and senior specialists in, *inter alia*, procurement, financial management, environment, social and monitoring and evaluation and reporting; and (c) be responsible for, *inter alia*, overseeing the overall coordination, implementation and management of the Project, including the activities to be carried out by the Implementing Agencies.

3. Project Implementation Units

The Recipient shall establish by no later than one (1) month after the Effective Date and thereafter maintain, throughout the period of implementation of the Project, in each of the Implementing Agencies, a Project Implementation Unit ("PIU") with functions and resources satisfactory to the Association, and with staff in adequate numbers and with qualifications, experience and terms of reference satisfactory to the Association. Without limitation on the foregoing, the PIU shall: (a) be headed by one (1) full-time Project director; (b) be composed of relevant

technical experts, and senior specialists in, *inter alia*, procurement, financial management, environment, social safeguards and monitoring and evaluation and reporting; and (c) be responsible for, *inter alia*, carrying out the management, financial management, performance evaluations, safeguards, monitoring and reporting activities of its respective part under the Project.

B. Project Operational Manual

- 1. By no later than one (1) month after the Effective Date, the Recipient shall adopt, and thereafter maintain, the Project Operational Manual ("POM") in form and substance satisfactory to the Association.
- 2. The Recipient shall ensure that the Project is carried out in accordance with the arrangements and procedures set out in the POM, provided, however, that in the case of any conflict between the arrangements and procedures set out in the POM and the provisions of this Agreement, the provisions of this Agreement shall prevail. Except as the Association shall otherwise agree in writing, the Recipient shall not amend, abrogate or waive any provision of the POM.

C. Environmental and Social Safeguards

- 1. The Recipient shall ensure that the Project is carried out in accordance with the provisions of the EMF, the SMF and the relevant Safeguard Assessments and Plans.
- 2. Whenever an additional or revised Safeguard Assessment and Plan shall be required for any proposed Project activity in accordance with the provisions of the EMF and the SMF, as the case may be, the Recipient shall:
 - (a) prior to the commencement of such activity, proceed to have such Safeguard Assessment and Plan: (i) prepared in accordance with the provisions of the EMF and the SMF, as the case may be; (ii) furnished to the Association for review and approval; and (iii) thereafter adopted and disclosed as approved by the Association, in a manner acceptable to the Association;
 - (b) thereafter take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such Safeguard Assessment and Plan; and
 - (c) in the case of any resettlement activity under the Project involving Affected Persons, ensure that no displacement shall occur before necessary resettlement measures consistent with the RAP applicable to such activity have been executed, including, in the case of displacement,

full payment to Affected Persons of compensation and of other assistance required for relocation, prior to displacement.

- 3. The Recipient shall not amend, abrogate or waive, or permit to be amended, abrogated or waived, the EMF, the SMF or any Safeguard Assessments and Plans, unless the Association has provided its prior approval thereof in writing, and the Recipient has complied with the same consultation and disclosure requirements as applicable to the original adoption of the said instruments.
- 4. Without limitation on its other reporting obligations under this Agreement, the Recipient shall collect, compile and submit to the Association on a bi-annual basis (or such other frequency as may be agreed with the Association) consolidated reports on the status of compliance with the EMF, the SMF and the Safeguard Assessments and Plans, giving details of: (a) measures taken in furtherance of the said instruments; (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the said measures; and (c) remedial measures taken or required to be taken to address such conditions.
- 5. The Recipient shall ensure or cause to be ensured, that the terms of reference for any consultants' services in respect of any activity under the Project shall be satisfactory to the Association following its review thereof and, to that end, such terms of reference shall duly incorporate applicable international performance, technical, environmental and social standards consistent with those in the EMF/SMF, as applicable.
- 6. In the event of any conflict between the provisions of any of the EMF, the SMF or the Safeguard Assessments and Plans, and the provisions of this Agreement, the provisions of this Agreement shall prevail.

D. Anti-Corruption

- 1. The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.
- 2. Without limitation on the provisions of paragraph 1 above, the Recipient shall: (a) carry out the Governance and Accountability Action Plan in accordance with its terms; and (b) submit reports on the status of the implementation of said plan as part of the Project Report (or such other frequency as may be agreed with the Association).

E. Contingent Emergency Response

- 1. In order to ensure the proper implementation of contingent emergency response activities under Part E of the Project ("Emergency Response Part"), the Recipient shall:
 - (a) prepare and furnish to the Association for its review and approval, a Contingent Emergency Response Implementation Plan ("CERIP") which shall set forth detailed implementation arrangements for the Emergency Response Part including: (i) any special institutional arrangements for coordinating and implementing the Emergency Response Part; (ii) specific activities which may be included in the Emergency Response Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the Emergency Response Part; (iv) procurement methods and procedures for Emergency Response Part; (v) documentation required for withdrawals of Emergency Expenditures; (vi) application of the EMF, SMF and relevant Safeguard Assessments and Plans to the Emergency Response Part; and (vii) any other arrangements necessary to ensure proper coordination and implementation of the Emergency Response Part;
 - (b) afford the Association a reasonable opportunity to review the proposed CERIP;
 - (c) promptly adopt the CERIP for the Emergency Response Part as shall have been accepted by the Association;
 - (d) ensure that the Emergency Response Part is carried out in accordance with the CERIP; provided, however, that in the event of any inconsistency between the provisions of the CERIP and this Agreement, the provisions of this Agreement shall prevail; and
 - (e) not amend, suspend, abrogate, repeal or waive any provision of the CERIP without prior written approval by the Association.
- 2. The Recipient shall undertake no activities under the Emergency Response Part unless and until the following conditions have been met in respect of said activities:
 - (a) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in the Emergency Response Part in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and

(b) the Recipient has ensured the preparation and disclosure of all Safeguard Assessments and Plans required for said activities, in accordance with the EMF and the SMF, the Association has approved all such instruments, and the Recipient has ensured the implementation of any actions which are required to be taken under said instruments

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

The Recipient through the Implementing Agencies shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of the indicators acceptable to the Association. Each Project Report shall cover the period of one (1) calendar quarter, and shall be furnished to the Association not later than forty-five (45) days after the end of the period covered by such report.

B. Financial Management, Financial Reports and Audits

- 1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.
- 2. Without limitation on the provisions of Part A of this Section, the Recipient through the Implementing Agencies shall prepare and furnish to the Association as part of the Project Report, not later than forty-five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.
- 3. The Recipient shall have, and cause each of the Implementing Agencies to have, its Financial Statements audited in accordance with the provisions of Section 4.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one (1) fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the Association not later than six (6) months after the end of such period.

Section III. Procurement

A. General

1. Goods, Works and Non-consulting Services. All goods, works and non-consulting services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.

- 2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.
- 3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.
- B. Particular Methods of Procurement of Goods, Works and Non-consulting Services
- 1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.
- 2. Other Methods of Procurement of Goods, Works and Non-consulting Services. The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (a) National Competitive Bidding, following the procedures of the Procurement Laws subject to the additional provisions set forth in paragraph 3 below; (b) Shopping; and (c) Direct Contracting.
- 3. **National Competitive Bidding Procedures**. The following provisions apply for the contracting of goods, works and non-consulting services under National Competitive Bidding, using bidding documents acceptable to the Association:
 - (a) post bidding negotiations shall not be allowed with the lowest evaluated or any other bidder;
 - (b) bids should be submitted and opened in public in one (1) location immediately after the deadline for submission;
 - (c) lottery in award of contracts shall not be allowed;
 - (d) bidders' qualification/experience requirement shall be mandatory;
 - (e) bids shall not be invited on the basis of percentage above or below the estimated cost and contract award shall be based on the lowest evaluated bid price of compliant bid from eligible and qualified bidder; and

(f) single stage two (2) envelope procurement system shall not be allowed.

C. Particular Methods of Procurement of Consultants' Services

- 1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.
- 2. Other Methods of Procurement of Consultants' Services. The following methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants' services for those contracts which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Selection under a Fixed Budget; (c) Least Cost Selection; (d) Selection based on Consultants' Qualifications; (e) Single-source Selection of consulting firms; (f) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (g) Single-source procedures for the Selection of Individual Consultants.

D. Review by the Association of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the Association's Prior Review. All other contracts shall be subject to Post Review by the Association.

E. Procurement of Emergency Expenditures under the Emergency Response Part

Notwithstanding any provision to the contrary in this Section, Emergency Expenditures required for activities included in the Emergency Response Part shall be procured in accordance with the procurement methods and procedures set forth in the CERIP.

Section IV. Withdrawal of the Proceeds of the Financing

A. General

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the Association and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing ("Category"), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Financing Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) -Goods, works, non-consulting services, consultants' services, Training and Incremental Operating Costs under Parts A, B,C and D of the Project (except for works under Part D of the Project)	122,800,000	100%
(2) Emergency Expenditures under Part E of the Project	0	100%
TOTAL AMOUNT	122,800,000	

B. Withdrawal Conditions; Withdrawal Period

- 1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) prior to the date of this Agreement; and
 - (b) for Emergency Expenditures under Category (2), unless and until the Association is satisfied, and has notified the Recipient of its satisfaction, that all of the following conditions have been met in respect of said activities:
 - (i) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in the Emergency Response Part in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;

- (ii) the Recipient has ensured that all safeguards instruments required for said activities have been prepared and disclosed, and the Recipient has ensured that any actions which are required to be taken under said instruments have been implemented, all in accordance with the provisions of Section I.E of this Schedule;
- (iii) the entities in charge of coordinating and implementing the Emergency Response Part have adequate staff and resources, in accordance with the provisions of Section I.E of this Schedule, for the purposes of said activities; and
- (iv) the Recipient has adopted the CERIP in form, substance and manner acceptable to the Association and the provisions of the CERIP remain or have been updated in accordance with the provisions of Section I.E of this Schedule so as to be appropriate for the inclusion and implementation of the Emergency Response Part.
- 2. The Closing Date is June 30, 2020.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each March 15 and September 15:	
commencing September 15, 2021 to and including March 15, 2053	1.5625%

^{*} The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03 (b) of the General Conditions.

APPENDIX

Section I. Definitions

- 1. "Affected Person" means any person who, on account of the execution of the Project, has experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not such person must move to another location; or (b) the involuntary restriction or access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person.
- 2. "Anti-Corruption Guidelines" means the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011.
- 3. "Apex Project Steering Committee" and "PSC" mean the committee referred to in Section I.A.1 of Schedule 2 to this Agreement.
- 4. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
- 5. "Consultant Guidelines" means the "Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011(revised July 2014).
- 6. "Contingent Emergency Response Implementation Plan" and "CERIP" each means the plan referred to in Section I.E of Schedule 2 to this Agreement, to be adopted by the Recipient for the Emergency Response Part in accordance with the provisions of said Section.
- 7. "DDM" means the Recipient's Department of Disaster Management under MDMR or any successor(s) acceptable to the Association.
- 8. "DNCC" means the Recipient's Dhaka North City Corporation, or any successor(s) acceptable to the Association.
- 9. "EIA" means each environmental impact assessment to be prepared under the Project in accordance with the EMF, pursuant to Section I.C of Schedule 2 to this Agreement, each such assessment in form and substance satisfactory to the Association, and defining details of potential environmental risks and adverse impacts associated with the implementation of Project activities, together with an environmental management plan defining measures to manage such risks and impacts; as each environmental impact assessment may be revised, supplemented or

- updated from time to time with the prior agreement between the Recipient and the Association.
- 10. "Eligible Crisis or Emergency" means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.
- 11. "Emergency Expenditure" means any of the eligible expenditures set forth in the CERIP in accordance with the provisions of Section I.E.1 of Schedule 2 to this Agreement, and required for the Emergency Response Part.
- 12. "Emergency Response Part" means a specific activity or activities to be carried out in the event of an Eligible Crisis or Emergency under Part E of the Project.
- 13. "EMF" means the environmental management framework of the Recipient dated January 15, 2015, setting forth the policy framework, principles, standards, processes and institutional arrangements to be applied to assess potential adverse environmental impacts associated with Project activities and the ways to avoid, minimize, mitigate or offset them, including public consultation, disclosure and reporting; as such framework may be revised, supplemented or updated from time to time with the prior agreement between the Recipient and the Association.
- 14. "EMP" means each the environmental management plan to be prepared under the Project in accordance with the EMF, pursuant to Section I.C of Schedule 2 to this Agreement, each such plan in form and substance satisfactory to the Association, and defining details of measures to manage potential environmental risks and mitigate, reduce and/or offset adverse environmental impacts associated with the implementation of Project activities, together with adequate budget, institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, its terms; as each environmental management plan may be revised, supplemented or updated from time to time with the prior written agreement between the Recipient and the Association.
- 15. "FSCD" means the Recipient's Fire Service and Civil Defense, or any successor(s) acceptable to the Association.
- 16. "General Conditions" means the "International Development Association General Conditions for Credits and Grants", dated July 31, 2010.
- 17. "Governance and Accountability Action Plan" means the plan agreed between the Association and the Recipient, dated February 22, 2015, setting forth actions and measures to be taken by the Recipient to ensure integrity, transparency and accountability in the implementation of the Project and the use of the proceeds of

- the Financing; as each such plan may be revised, supplemented or updated from time to time with the prior agreement between the Recipient and the Association.
- 18. "Implementing Agencies" means: (a) DNCC, (b) DDM, (c) RAJUK and (d) PCMU; or any successor(s) acceptable to the Association.
- 19. "Incremental Operating Costs" means the reasonable costs required for the day-to-day coordination, administration and supervision of Project activities, including leasing and/or routine repair and maintenance of vehicles, equipment, facilities and office premises, fuel, office supplies, utilities, consumables, communication expenses, translation, printing, photocopying and postal expenses, bank charges, advertising expenses, insurance, costs of clearing, forwarding, inspection, survey and transportation of goods, Project-related meeting expenses, Project-related travel, subsistence and lodging expenses, excluding salaries, allowances and honorarium of officials of the Recipient's civil service and/or other sitting allowances and honorarium.
- 20. "MDMR" means the Recipient's Ministry of Disaster Management and Relief, or any successor(s) acceptable to the Association.
- 21. "MHPW" means the Recipient's Ministry of Housing and Public Works, or any successor(s) acceptable to the Association.
- 22. "MLGRDC" means the Recipient's Ministry of Local Government, Rural Development and Cooperatives, or any successor(s) acceptable to the Association.
- 23. "MP" means the Recipient's Ministry of Planning, or any successor(s) acceptable to the Association.
- 24. "Procurement Guidelines" means the "Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011(revised July 2014).
- 25. "Procurement Laws" means collectively, the Recipient's Procurement Act 2006 (Act No. 24 of 2006), Public Procurement Rules 2008 (as amended in August 2009) and Public Procurement Act (1st Amendment) 2009.
- 26. "Procurement Plan" means the Recipient's procurement plan for the Project, dated February 19, 2015 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
- 27. "POM" mean the Recipient's manual referred to in Section I.B of Schedule 2 to this Agreement, as such manual may be revised from time to time with the written

- approval of the Association, containing arrangements and procedures for Project budgeting, disbursement, financial management and reporting.
- 28. "Project Coordination and Monitoring Unit" and "PCMU" mean the unit under the Programming Division of Planning Commission of MP referred to in Section I.A.2 of Schedule 2 to this Agreement.
- 29. "Project Implementation Unit" and "PIU" mean the unit referred to in Section I.A.3 of Schedule 2 to this Agreement; and "PIUs" means all PIUs together.
- 30. "RAJUK" means *Rajdhani Unnayan Kartripakkha*, a capital development authority under MHPW, or any successor(s) acceptable to the Association.
- 31. "RAP" means each resettlement action plan to be prepared under the Project in accordance with the SMF, pursuant to Section I.C of Schedule 2 to this Agreement, each such plan in form and substance satisfactory to the Association, and containing, a program of actions, measures and policies for compensation and resettlement of Affected Persons, including the magnitude of displacement, compensation and resettlement arrangements, budget and cost estimates, and sources of funding, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with its terms; as each resettlement action plan may be revised, supplemented or updated from time to time with the prior agreement between the Recipient and the Association.
- 32. "Safeguard Assessment and Plan" means any EIA, SIA, EMP, SMP, RAP and/or SEVCDP prepared or to be prepared by the Recipient in accordance with the EMF and the SMF and the provisions of Section I.C of Schedule 2 to this Agreement; and "Safeguard Assessments and Plans" means, collectively, all such assessments and plans.
- 33. "Small Ethnic Communities" means, for purposes of the Project, the social groups (including tribes, minor races, ethnic sects and communities) residing or engaged in livelihood activities in specific areas (or where a concentration of ethnic people are present) under the Project from time to time; each of which possesses a distinct social and cultural identity that makes it vulnerable to being disadvantaged in the development process, including the presence in varying degrees of the following characteristics: (a) close attachment to ancestral territories and to the natural resources in these areas; (b) self-identification and identification by others as members of a distinct cultural group; (c) a language, often different from the Bangla language; (d) presence of customary social and political institutions; and (e) primarily subsistence-oriented production.

- 34. "Small Ethnic and Vulnerable Communities Development Plan" and "SEVCDP" mean each tribal and other communities development plan acceptable to the Association and prepared on the basis of the SMF, detailing the specific actions, measures and policies designed to address any impact on Small Ethnic Communities and facilitate the achievement of the objectives of the SMF; as said plan and any annexes or schedules to such plan, may be revised from time to time with the prior written approval of the Association.
- 35. "SIA" means each social impact assessment to be prepared under the Project in accordance with the SMF, pursuant to Section I.C of Schedule 2 to this Agreement, each such assessment in form and substance satisfactory to the Association, and defining details of potential social risks and adverse impacts associated with the implementation of Project activities, together with measures to manage such risks and impacts; as each social impact assessment may be revised, supplemented or updated from time to time with the prior agreement between the Recipient and the Association.
- 36. "SMF" means the social management framework of the Recipient dated January 15, 2015, including a land acquisition and resettlement policy framework and a tribal peoples development framework, together setting forth social impact assessment and mitigation procedures and arrangements and grievance redress procedures, including guidelines and procedures for assessing and addressing any Project impacts on women and other vulnerable groups, resettlement procedures, institutional arrangements, eligibility criteria, entitlements and compensation, including valuation procedures, budget, public consultation and participation, monitoring and evaluation and disclosure; as such framework may be revised, supplemented or updated from time to time with the prior agreement between the Recipient and the Association.
- 37. "SMP" mean each social management plan to be prepared in accordance with the SMF, pursuant to Section I.C of Schedule 2 to this Agreement, each such plan in form and substance satisfactory to the Association, defining details of measures to manage potential social risks and avoid, minimize and/or mitigate any adverse social impacts associated with Project activities, together with adequate budget, institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, its terms; as said plan may be revised, supplemented or updated from time to time with the prior agreement between the Recipient and the Association.
- 38. "Training" means the reasonable costs required for the participation of personnel involved in training activities, workshops and study tours under the Project, including travel and subsistence costs for training, workshop and study tour participants, costs associated with securing the services of trainers, rental of training and workshop facilities, preparation and reproduction of training and

workshop materials, costs of academic degree studies, and other costs directly related to training course, workshop or study tour preparation and implementation, but excluding salaries of consultants.